

**Request For Proposal
For
Guaranteed Savings Contract**

Notice is hereby given that Lake Forest SD 115 shall receive proposals for a Guaranteed Savings Contract until 11:00 a.m. on February 27, 2013 at the Administrative Office located at 300 South Waukegan Road, Lake Forest, Illinois 60045. **Extensions will not be granted.** The contract shall follow the requirements of Article 19b of the Illinois School Code – “School Energy Conservation Measures.” For more information contact Carol White, Director of Buildings and Grounds, at (847) 604-7441.

The Qualified Provider to whom the work is awarded shall conform to the local common prevailing wage rates as determined for this project. The District requests (4) copies of the proposal which must include a proposal with the content and in the format described within the RFP.

A mandatory pre-proposal meeting for all Qualified Providers has been scheduled for 10:30 am on February 1, 2013 at the Administration Building. Any provider looking to respond to the RFP **MUST** be present. Site visits can be arranged through Mrs. White and the B&G team.

The District reserves the right to terminate this project prior to proposals being received, to reject any and all proposals and to be the sole judge of the value and merit of the proposals offered. Upon review of the Proposals received in response to this RFP, the District may enter into a contract with the provider that best meets the needs of the District. The District will only consider those companies who meet all requirements listed in the RFP.

In accordance with the Illinois School Code Article 19B-3, Performance Services, Inc. and Siemens Industry, Inc. participated in the preparation of these specifications.

I. PROPOSAL CONTENT & FORMAT

Lake Forest SD 115 (the District) requests proposals for the implementation of energy conservation measures, repairs and replacement services at Lake Forest SD 115 on a performance contracting basis. The District's objectives in issuing this Request for Proposal are to provide a competitive means in which to select a single Qualified Provider (state certified guaranteed energy savings company) to perform the implementation of a guaranteed savings contract. The contract shall follow the Illinois School Code and the following RFP format. Qualified Providers must submit four (4) copies of their proposals.

Proposals must be submitted in the format outlined in this section. For each proposal a checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

A. Table of Contents

Responses shall include a table of contents properly indicating the section and page numbers of the requested information.

B. Executive Summary

Responses shall include a concise abstract stating the respondent's overview of the project. Project pricing/breakdown must be included in the summary.

C. Company Profile

This section should include the following information on the Qualified Provider.

1. Company Qualifications-
2. Location of Northern Illinois Office and Corporate Headquarters.
3. Resumes of all key project personnel. Include the name of the engineer(s) or engineering firm providing the design engineering for the project including their PE numbers as well as the PE numbers of all full time employees of the Qualified Provider who are professional engineers registered in the State of Illinois and who will be working on this project.
4. References- List completed Guaranteed Energy Savings Contracts (GESCs) where similar solutions to those proposed for this project have been implemented in K-12 schools.
5. Litigation- List any projects with schools with which the Provider has entered into litigation or arbitration during the past 5 years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation will result in disqualification.

D. Technical Approach

Section D should contain the following information about the respondent's technical approach to meet the District's energy efficiency, operating cost reduction and comfort objectives.

1. **Needs & Solutions:** Qualified Providers are encouraged to review the items shown below that are part of the District's 5-year master plan as part of your response to the RFP. The District will consider implementing some or all of these items per its discretion as part of this contract or as a future amendment. Items that are included that should be addressed and evaluated are as follows:
 - Dectron Air Handling unit in the Natatorium
 - Note: The District's preference is for all demolition/installation work to be done on site as to avoid unnecessary down time.
 - Chillers
 - Univents (6) in basement
 - Burners (2) on two boilers
 - Domestic hot water heaters (4)

The District will also consider any/all additional items that will increase the efficiency of the school and improve the overall learning environment for our students and staff.

2. **Detailed Scope of Work:** Proposals may include any and all improvements that the Provider feels would be of benefit to the District as part of this RFP. Improvements should be listed for any school where the Provider identifies needs and appropriate solutions and broken into specific and separate components. These separate components should be described independently within each section of the proposal.
3. **Documentation:** For any work where the provider will be providing pricing, provide the following documentation for the scope of work being proposed.
 - a. Once the Provider has been awarded the Letter of Intent, the District will request **Detailed Engineering Drawings prior to executing a final Agreement.**
 - b. Separate from the drawings provide in Section D of the proposal an **Equipment/Material Table** providing: manufacturer, type, model, size, and quantity for all equipment provided.
4. **Energy Engineering:** Provide a detailed explanation of how the Provider intends to calculate energy savings and what types of guarantees will be offered (utility bill analysis, actual measurements and stipulated savings and the cost of each option). Actual energy savings calculations must be clearly defined.
5. **Contractor Selection:** Described the process that the Provider utilizes to obtain their contractors and what criteria will be used to make the contractor selections.
6. **Equipment Selection:** Described the process that the Provider utilizes to obtain the equipment to be used on the project and specifically what criteria will be used to make equipment selections.

7. **Installation Approach:** Describe how the Provider intends to implement the installation phase of the project in terms of approach, priorities, timelines, change-orders and commissioning.
8. **Performance Assurance:** Described in detail the performance assurance processes that the Provider intends to utilize to insure the building operates at peak performance both at the completion of the installation phase and throughout the contract term. Provide actual guaranteed savings reports from past projects where this same approach was utilized showing how both energy and operational savings were calculated.
9. **Additional Information:** Supply any additional information about the Provider's technical approach to the project.

E. Financial Aspects

Section E should contain the financial components of the proposed work as identified below.

1. **Pricing:** Describe in detail the process that the Provider intends to utilize to obtain the best prices for the District both initially and if additional work is required. Explain why this is the best approach.
 - a. Include the firm cost and guaranteed energy savings amount for all proposed improvements for each facility
 - b. Provide the pricing process for any future work including percentage markup for expected general conditions/internal costs, engineering labor, project management labor, and profit markup.
2. **Energy Savings:** Explain how the Provider intends to maximize energy savings and the advantage to the Provider's approach. Include in this proposal the provider's actual Guarantee Energy Savings Contract for the priced improvements along with all corresponding calculations. Break out actual (real dollar) energy and operational savings in the RFP response. The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures. The qualified provider shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract. A qualified provider shall provide a sufficient bond to the District for the installation and the faithful performance of all the measures included in the contract. The guaranteed energy savings contract may provide for payments over a period of time, not to exceed 20 years from the date of final installation of the measures.
3. **Energy Savings Results**
 - a. Provide an annual energy savings report (M&V) to the district. Detail how the report is generated. Include any information with regards to cost and timing of the report.
 - b. Shortfalls
The Provider must include a summary of the reported annual savings for all completed projects. Any projects that did not meet the annual energy guarantee must be listed with an explanation for the shortfall.

4. **Project Funding:** *The District reserves the right to pay cash or finance the project. Respondents must include a cash flow using an interest rate of 3% and an escalation rate of 3% for all energy and operational savings. Savings in total must meet or exceed the cost of the project.*

F. Implementation Plan

- a. Include in your proposal an implementation plan including dates describing how the qualified provider intends to execute the project that meets the timelines set forth in these specifications.
- b. Describe in detail your approach to project management for this energy conservation program.
- c. Provide an implementation timetable as well as a staffing plan identifying key project management personnel.

G. General Requirements

1. The District reserves the right to reject any and all proposals and/or waive any informality, irregularity or defect in any or all proposals and to accept that proposal which in its opinion is in the best interest of the District. Any such decision will be final.
2. All proposals shall be deemed final, conclusive and irrevocable. Once opened, no proposal shall be subject to correction or amendment for any error or miscalculation. No proposal shall be withdrawn without the consent of the District after the date and time established for their receipt. All proposals shall be valid for a minimum of 60 days after the date established for their receipt. Providers must satisfy themselves, upon examination of these requirements, as to the intent of these requirements. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the proposal will be entertained from any party.
3. A Bid Bond of 10% of the Total Project Cost is required from a qualified and acceptable surety. If the Qualified Provider refuses to enter into a contract with the District or fails to furnish the required performance bond hereunder, the amount of the bid bond will be forfeited to the District as liquidated damages and not as a penalty. Bid bonds or certified checks will be returned to non-successful Qualified Providers within three days following the award decision.
4. If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page where it is found. Respondent should be aware that the District is subject to the Illinois Freedom of Information Act and cannot guarantee that any document provided by a respondent will be considered as exempt from public disclosure under such Act.
5. Qualified Provider shall provide evidence that it is a "qualified provider" as that term is defined in Section 19b-1.3 of the School Code (105 ILCS 5/19b-1.3).

6. By submitting a proposal, each Qualified Provider agrees, that if awarded the contract, the Qualified Provider shall conduct at its own expense criminal history background checks on all of its employees, agents, volunteers, etc., who will enter District property. The Qualified Provider shall provide copies of the results of each criminal history background check to the District. The Qualified Provider shall not allow anyone to work on the contract whose criminal history background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which reasonably calls into questions such individuals fitness to work with children.
7. By submitting a proposal, each Qualified Provider agrees that, if awarded the contract, it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and each law identified in Section 19b-15 of the Illinois School Code (105 ILCS 5/19b-15). The prevailing wage rates are revised by the Illinois Department of Labor and available on the Department of Labor's website.
8. By submitting a proposal, each Qualified Provider agrees to furnish a Performance Bond and Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Sum. The District requires that the bond surety must carry a BEST RATING of A and that the District has no objection to the bond surety.
9. By submitting a proposal, each Qualified Provider agrees to furnish and maintain, at its own expense, insurance covering all operations under the contract, whether performed by Qualified Provider or by its subcontractors, if any, including, without limitation, workers' compensation insurance, employers' liability insurance and commercial general liability insurance. All insurers shall be licensed by the State of Illinois and rated A-Vu or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to the District. At any time following contract award, the Qualified Provider shall submit to the District certificates of insurance satisfactory of insurance coverage or its policies upon request of the District. The Qualified Provider shall have its general liability insurance endorsed to provide that the District, a body politic and corporate, and its Board members, employees, agents, officers, officials and any other entity as may be designated by the District, are listed as "ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS" - on a primary basis, without recourse or right of contribution and with a waiver of subrogation in favor of the District. The Qualified Provider shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by the Qualified Provider indicating that (1) the District, and its Board members, employees, agents, officers, officials, and such other parties as may be designated by the District are additional insureds on the general liability insurance and (2) the insurer will provide sixty (60) days prior written notice of a material change, cancellation, or non-renewal to the Superintendent of the District. The Qualified Provider shall require any subcontractors under the contract to maintain comparable insurance which shall name the Qualified Provider, the District inclusive of its Board members, employees, agents, officers, officials and any other entity designated by the District as *Additional Insureds*. The Qualified Provider will maintain a file of subcontractors' insurance certificates evidencing compliance with these requirements.
10. By submitting a proposal, each Qualified Provider agrees, if awarded the contract, to release, indemnify and hold harmless the District, its Board members, employees,

agents, officers, officials, and successors from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages to property or person (including death), obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the negligent acts or omissions of the Qualified Provider or its employees or its subcontractors related to the performance of the work.

11. In the event the District's property is damaged by the Provider, the Provider shall, at the Provider's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the Provider does not repair such damage within 14 days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the Provider shall reimburse the District for the costs the District incurs within 14 days after the District provides a written invoice to the Provider.

II. EVALUATION CRITERIA

The District will likely reject any proposal that does NOT meet the minimum criteria described in this RFP. The District shall evaluate the proposals based on the criteria described in this Section.

A. Ability of the team to successfully implement Program

1. Reputation of the Provider for successfully implementing energy savings projects and providing proven energy savings with scopes of work similar to those being considered for this project
2. Reputation of team members and contractors that are part of the team
3. Background and Proposals of the people responsible for implementing the proposed project. This includes in-house engineers and technicians responsible for the designing, programming and commissioning of the project
4. References of the company and people responsible for implementing the project

B. Technical Approach

1. Design and quality of the proposed solutions
2. Depth, breadth and detail of the engineering
3. Effectiveness of the proposed solutions related to cost of the project, energy and operational savings, and overall benefits these solutions will provide to the learning environments

Preference will be given to proposals that include a detailed and sound technical approach to meeting the District's objectives.

C. Financial Consideration & Net Economic Impact

1. Value offered by the Provider in terms of price and the scope of work
2. Pricing structure and process to be utilized to price any work negotiated after contractor selection
 - a. Energy savings approach and company's past performance related to guaranteed energy savings in Illinois schools

D. Ability to Provide Ongoing Maintenance Contract

Preference may be given to those Respondents that have demonstrated a proven track record of maintaining the District's facilities. This should include a description of work that has been maintained in the past, number of years associated with providing maintenance for the District and consistency of personnel/technicians working to maintain the facilities.